



Stat. § 484.01, 15 U.S.C. § 1692k(d), and 47 U.S.C. § 227(b)(3), but denies that any such violation has occurred or that Plaintiff has any right to relief herein. Stellar further states that if Plaintiff's Complaint is filed, it intends to remove said case to the United States District Court for the District of Minnesota pursuant to 28 U.S.C. §§ 1441 and 1446(a).

VENUE

3. Stellar admits that generally, venue in this Court might be appropriate based on the allegations contained in Plaintiff's Complaint. However, Stellar denies that any such violation has occurred or that Plaintiff has any right to relief herein. Stellar further states that if Plaintiff's Complaint is filed, it intends to remove said case to the United States District Court for the District of Minnesota pursuant to 28 U.S.C. §§ 1441 and 1446(a).

PARTIES

4. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 4 of Plaintiff's Complaint, and therefore, denies the same for the present time.

5. Stellar admits the allegations in Paragraph 5 of Plaintiff's Complaint.

6. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 6 of Plaintiff's Complaint, and therefore, denies the same for the present time.

FACTS

7. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 7 of Plaintiff's Complaint, and therefore, denies the same for the present time.

8. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 8 of Plaintiff's Complaint, and therefore, denies the same for the present time.

9. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 9 of Plaintiff's Complaint, and therefore, denies the same for the present time. Stellar has been unable to verify the alleged phone calls solely with the information provided in Plaintiff's Complaint. Specifically, Stellar needs to obtain the entire 10-digit telephone number to which the calls were allegedly placed in order to verify said calls. Counsel for Stellar has attempted to obtain the information necessary to verify the alleged phone calls from Plaintiff's counsel, but has not yet received a response.

10. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 10 of Plaintiff's Complaint, and therefore, denies the same for the present time.

11. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 11 of Plaintiff's Complaint, and therefore, denies the same for the present time.

12. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 12 of Plaintiff's Complaint, and therefore, denies the same for the present time.

13. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 13 of Plaintiff's Complaint, and therefore, denies the same for the present time.

14. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 14 of Plaintiff's Complaint, and therefore, denies the same for the present time.

15. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 15 of Plaintiff's Complaint, and therefore, denies the same for the present time.

16. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 16 of Plaintiff's Complaint, and therefore, denies the same for the present time.

17. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 17 of Plaintiff's Complaint, and therefore, denies the same for the present time.

18. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 18 of Plaintiff's Complaint, and therefore, denies the same for the present time.

19. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 19 of Plaintiff's Complaint, and therefore, denies the same for the present time.

20. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 20 of Plaintiff's Complaint, and therefore, denies the same for the present time.

21. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 21 of Plaintiff's Complaint, and therefore, denies the same for the present time.

22. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 22 of Plaintiff's Complaint, and therefore, denies the same for the present time.

23. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 23 of Plaintiff's Complaint, and therefore, denies the same for the present time.

24. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 24 of Plaintiff's Complaint, and therefore, denies the same for the present time.

SPECIFIC CLAIMS – COUNT I – TCPA (NEGLIGENT)

25. Stellar reincorporates and re-alleges its responses to Paragraphs 1 through 24 above, as if fully set forth herein.

26. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 26 of Plaintiff's Complaint, and therefore, denies the same for the present time.

27. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 27 of Plaintiff's Complaint, and therefore, denies the same for the present time.

28. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 28 of Plaintiff's Complaint, and therefore, denies the same for the present time.

SPECIFIC CLAIMS – COUNT II – TCPA (KNOWING/WILLFUL)

29. Stellar reincorporates and re-alleges its responses to Paragraphs 1 through 28 above, as if fully set forth herein.

30. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 30 of Plaintiff's Complaint, and therefore, denies the same for the present time.

31. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 31 of Plaintiff's Complaint, and therefore, denies the same for the present time.

SPECIFIC CLAIMS – COUNT III – MADAD

32. Stellar reincorporates and re-alleges its responses to Paragraphs 1 through 31 above, as if fully set forth herein.

33. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 33 of Plaintiff's Complaint, and therefore, denies the same for the present time.

34. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 34 of Plaintiff's Complaint, and therefore, denies the same for the present time.

SPECIFIC CLAIMS – COUNT IV – FDCPA

35. Stellar reincorporates and re-alleges its responses to Paragraphs 1 through 34 above, as if fully set forth herein.

36. Stellar lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 36 of Plaintiff's Complaint, and therefore, denies the same for the present time.

JURY TRIAL DEMAND

37. Stellar denies that Plaintiff has any claim herein, and therefore, denies that Plaintiff is entitled to a Trial by Jury as alleged in her Complaint.

PRAYER FOR RELIEF

38. Stellar denies that Plaintiff is entitled to any damages, fees, costs, other awards, or findings in her favor, as requested in Plaintiff's Prayer for Relief, including all subparagraphs thereof.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
2. Defendant affirmatively alleges that Defendant is not liable for the alleged actions or inactions of other third parties, and/or any of their employees, agents or principals.
3. Defendant affirmatively alleges that it is entitled to the "prior express consent" defense under the TCPA.
4. Defendant affirmatively alleges that at all pertinent times, Defendant acted in good faith reliance on the information provided by the creditor of any relevant account.
5. Defendant affirmatively alleges that it does not utilize an "automatic telephone dialing system" as defined by the TCPA.

6. Defendant Stellar affirmatively states that it maintains thorough training procedures for all employees who participate in collection communications. Any collection communication, which may have violated the statutes alleged, may be subject to a bona fide error defense. Defendant Stellar has policies and procedures in place, including rigorous and thorough training of its employees, to prevent the very conduct that Plaintiff alleges. Thus, even if the alleged conduct were to be attributed to Defendant Stellar and were to be construed as a violation of the statutes alleged, it was the result of a bona fide error that occurred despite Defendant Stellar's policies and procedures to prevent such violations.

7. Stellar reserves the right to assert any other affirmative defenses as revealed within the discovery process.

WHEREFORE, Stellar prays that Plaintiff's Complaint be dismissed with prejudice, for its attorney's fees and costs incurred herein, and for such further and other relief as the Court deems just and equitable.

Dated: June 10, 2015.

s/ Benjamin N. Hutnick
Benjamin N. Hutnick
Berman & Rabin, P.A.
15280 Metcalf
Overland Park, KS 66223
P: (913) 649-1555
F: (913) 652-9474
bhutnick@bermanrabin.com
Attorneys for Stellar Recovery, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of June, 2015, I transmitted the foregoing **Answer and Affirmative Defenses of Stellar Recovery, Inc.** to the following via email and First Class U.S. Mail:

David J.S. Madgett
Madgett & Chan, LLC
619 South Tenth Street
Suite 301
Minneapolis, MN 55404
dmadgett@madgettlaw.com
ATTORNEY FOR PLAINTIFF

s/ Benjamin N. Hutnick
Benjamin N. Hutnick
Berman & Rabin, P.A.
15280 Metcalf
Overland Park, KS 66223
P: (913) 649-1555
F: (913) 652-9474
bhutnick@bermanrabin.com
Attorneys for Stellar Recovery, Inc.